

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS (RFP)

Issue Date: February 3, 2004

RFP #: 1366

Title: Architectural and Engineering Services: School Board Office Renovations and Addition

Classification Code: 90607

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd/PO Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

County School Board of York County, Virginia
Administration
302 Dare Road
Yorktown, Virginia 23692

Sealed Proposals Will Be Received Until 5:00 p.m. on Thursday, March 4, 2004
At Which Time They Shall Be Opened.

NOTE: 5 copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, VCO, Buyer II,
Telephone: (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Firm:

Date: _____

By: _____
Signature in Ink

Print/Type Name: _____

Title: _____

Telephone No.: (____)_____

Federal I. D. No.: _____

Facsimile No.: (____)_____

1.0 PURPOSE:

It is the express purpose of this formal Request for Proposals (RFP) to acquire comprehensive architectural/engineering services to complete the design of, and preparation of bid documents for, the construction of renovations and an addition to the York County School Board Office, 302 Dare Road, Yorktown, Virginia 23692 as more fully set out below. The improvements are to be completed no later than August 15, 2006. As used throughout, the term "County" shall refer to the County of York, Virginia and to the County School Board of York County, Virginia, collectively.

2.0 SCOPE OF WORK:

Successful Offeror shall provide the following:

2.1 All architectural and engineering services necessary to prepare final plans and specifications for advertisement and award of a construction contract for the project, consisting of:

2.1.1 Roof replacement (approximately 16,000 square feet);

2.1.2 HVAC replacement;

2.1.3 Renovation of approximately 16,000 square feet of administration area to maximize potential use. This includes, but is not limited to, lighting, ceiling, and floor coverings;

2.1.4 Renovation/addition of restroom facilities;

2.1.5 Addition of approximately 10,000 square feet;

2.2 Checking and approving all construction shop drawings and materials submitted in accordance with the contract documents. This includes preparation and submission of "as built" drawings.**2.3 Administration of the construction contract.****2.4 Preparation of a construction cost estimate for the project and all additive or deductive items in detail sufficient to be used for proposal evaluations.****2.5 Submission of necessary construction documents to governmental agencies or departments for review and approval as required.****3.0 GENERAL TERMS AND CONDITIONS:****3.1 FORM:**

All responses to a Request for Proposals (RFP) may be on the Offerors letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals. Offerors should expressly address issues indicated by the Evaluative Criteria in Section 5.0.

3.2 OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by County of York, Virginia, Central Purchasing, hereinafter "Central Purchasing Office", after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no

exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

3.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, and/or other schedules contained herein, the latter two shall take precedence.

3.4 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Central Purchasing Office.

3.5 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

3.6 ANTI-DISCRIMINATION:

By submitting its proposal, Offeror certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Architect agrees as follows:

The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Architect, in all solicitations for advertisements for employees placed in behalf of Architect, will state that Architect is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule

or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Architect will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the County shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

3.7 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.8 INDEMNITY AGREEMENT:

Architect and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the County, its officers, employees, or agents. Compliance by the Architect with the insurance provisions hereof shall not relieve Architect from liability under this provision.

Should Architect or subcontractors use any of County's equipment, tools, employees, or facilities, such will be gratuitous and Architect shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

4.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

4.1 Award will be made to the most responsible and responsive Offeror in accordance with the procedures set out in Section 7.0, below.

4.2 Acceptance of a proposal by the County is not an order to proceed.

- 4.3 All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 4.4 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- 4.5 If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.0 **EVALUATIVE CRITERIA:**
The following evaluative criteria will be used in the review of proposals submitted as a result of this solicitation:
- 5.1 Previous experience in the design of office building improvements similar in scope to the improvement project outlined herein.
- 5.2 Design philosophy which minimizes unusable volume within the structure and which emphasizes utility and productive use of floor space and working volume.
- 5.3 Performance record achieved on the three most recent similar design and construction projects undertaken by the firm. Performance record includes:
- a. number of change orders issued during the projects.
 - b. average turn around time for Requests for Information and Shop Drawing approvals.
 - c. adherence to original budget.
 - d. adherence to original schedule.
- Include the Owner's name, address and telephone number of each project.
- 5.4 Ability to complete construction drawings/documents no later than May 1, 2005.
- 5.5 Experience and qualifications of professionals and staff to be assigned to the project, including experience in designing office facilities.
- 5.6 Proximity of a firm's office or branch office to Yorktown, Virginia.
- 5.7 Completeness and professional quality of proposal submitted.
- 5.8 Demonstrated understanding of the work to be done.
- 5.9 Overall capability of the firm to design the improvements desired by the School Board and to administer the construction project to completion by August 15, 2006.
- 6.0 **SPECIAL CONDITIONS:**
- 6.1 Five (5) copies of your proposal will be required, including one (1) original marked "original".

- 6.2 Upon successful completion of negotiations with the County as set out in paragraph 7.0, below, the selected Offeror must complete all required formalities related to executing the contract (obtaining bonds in the format specified, obtaining the certificate of insurance, obtaining the corporation board's resolution authorizing executing the contract, and execution of the contract itself) within ten (10) working days of receiving the final contract document from the Central Purchasing Office. The bonds, certificate of insurance, corporation board resolution and executed copies of the contract must be delivered to the Central Purchasing Office on the tenth (10th) working day after the Architect receives the final draft of the contract from the Central Purchasing Office.
- 7.0 AWARD OF CONTRACT:
- 7.1 Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the Evaluative Criteria in the Request for Proposals.
- 7.2 Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.
- 7.3 At the conclusion of discussions as outlined above, on the basis of Evaluative Criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- 7.4 Negotiations will then be conducted beginning with the Offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.
- 7.5 Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Central Purchasing Office may terminate all negotiations and re-advertise the requirement.
- 8.0 CONTRACT:
The written agreement under which the successful Offeror will provide services to the County shall be in the form of the attached contract format. Fees for service and time schedules are the primary matters for negotiation. Offerors should indicate in their proposal which clauses they would seek to modify if they were evaluated as one of the two top Offerors.
- 9.0 INSURANCE:
Architect shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Architect and shall deliver certificates of insurance from carriers acceptable to the

County specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

\$100,000 per Occurrence

\$100,000/\$100,000 Accident and/or Disease

Comprehensive Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the County.

Professional Liability

Unless waived by the County, the limit on a Claims-made Basis shall be a minimum of \$1,000,000 per Claim and Annual Aggregate Limit.

SAMPLE CONTRACT

ARCHITECTURAL SERVICES AGREEMENT
(Lump Sum Fee Basis)

Agreement No. ____

THIS AGREEMENT made this ____ day of March, 2004, is by and between the County School Board of York County, Virginia, hereinafter referred to as "Board", which term shall be construed to include any officer, representative or agent having authority to represent or act for it in relation to any part of the subject of this Agreement, and

____ with offices located at
____, hereinafter referred to as "Architect".

WITNESSETH:

WHEREAS, Board intends to construct renovations and addition to the York County School Board Office as more fully explained in the RFP No. 1366, which is incorporated herein by reference, and fee proposal from _____ dated _____ 2004 which is incorporated herein and attached hereto as "Exhibit 1", hereinafter known as the "Project"; and

WHEREAS, an Architect is desired for professional architectural and engineering services in connection with the design and construction of the Project and for the administration of the construction contract during construction of the Project all as hereinafter stipulated;

WHEREAS, the Board desires to have the improvements completed no later than August 15, 2006.

NOW, THEREFORE, Board and Architect in consideration of the mutual covenants and agreements herein contained agree as follows:

ARTICLE I. COMPENSATION

A. Architect shall provide the aforementioned professional services as an independent contractor and professional consultant and in accordance with the terms and conditions of this contract. The Architect shall assign _____ as the project manager for the performance of this contract. The project manager will be responsible for providing the services set forth in this Agreement. The Board has the right to approve or disapprove any proposed change from the above named individual and shall be provided with the resume of any proposed substitute and shall be given the opportunity to interview that person prior to a decision to approve or disapprove.

B. Board shall compensate Architect in accordance with the terms and conditions of this contract as follows:

1. For Architect's Basic Services, including the services of any professional consultants engaged for normal structural, mechanical and electrical engineering, and the services of any other consulting firm or individual engaged by the Architect for such items as landscaping, acoustics, furnishing designs, programming, or other essentials necessary to the Project, a total lump sum fee of \$_____.
2. For Architect's Additional Services, if any be authorized in advance by the Board as herein provided, a fee to be computed as follows:
 - a. Principals' time at a fixed rate of \$_____ per hour. For the purpose of this Agreement, the principals are

_____.
 - b. Employees' time shall be computed at a multiple of ____ times the employees' "direct personnel expense", as that term is defined in Article V herein.
3. For Architect's "reimbursable expenses", as that term is defined in Article V hereof, an allowance not to exceed \$_____ is established as a condition of this contract.
4. The times and further conditions of payment shall be as described in Articles II and VI hereof.

ARTICLE II. ARCHITECT'S SERVICES

A. Basic Services

The Architect's Basic Services consist of the five phases described below and shall include customary structural, mechanical and electrical engineering services and such other services as defined herein to be Basic Services to design the Project in accordance with applicable design criteria including the Board's funding limits. Time is of the essence in the performance of Architect's duties under this Agreement and failure of the Architect to perform within the agreed upon time frames shall be considered a breach of this Agreement.

The Architect shall prepare and submit for the Board's approval a schedule for the performance of the Architect's services. This schedule shall include reasonable allowances for review and approval times required by the Board, performance of services by the Board's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character and size of the Project requested by the Board, or for delays or other causes beyond the Architect's reasonable control.

If the Architect becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, by the Board, the Board's consultants or any other cause beyond the control of the Architect, which will result in the schedule for performance of the Architect's services not being met,

the Architect shall promptly notify the Board. If the Board becomes aware of any delays or other causes that will affect the Architect's schedule, the Board shall promptly notify the Architect. In either event, the Architect's schedule for performance of its services shall be equitably adjusted.

Nothing herein shall be deemed a waiver of the Architect's obligation to adhere to the specific dates and deadlines set forth in this Agreement.

1. Schematic Design Phase

- a. Architect shall, upon receipt of Board's written Notice to Proceed with this phase, consult with the Board to ascertain the requirements of the Project and shall conform the Schematic Design to such requirements.
- b. Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other.
- c. Architect shall review with Board alternative approaches to design and construction of the Project.
- d. Architect shall survey and evaluate those environmental conditions in the immediate vicinity of the project site which may influence the design of the Project.
- e. Architect shall prepare for consideration of and approval by the Board, five (5) sets of schematic design studies, consisting of drawings, elevations, renderings and other documents to illustrate the scale and relationship of the Project components within _____ calendar days from the issuance of a written Notice to Proceed.
- f. Architect shall submit to Board a statement of probable construction cost based on current area, volume or other unit costs.
- g. Upon approval of the schematic design documents, the Board will issue a written Notice to Proceed with the design development phase.

2. Design Development Phase

- a. Architect shall prepare from the approved schematic design, three (3) sets of the design development documents to include specifications for consideration and approval. Each set shall consist of drawings and other documents to fix and describe the size, cross-sections and character of the project as to structural, mechanical and electrical systems, materials and such other essentials as may be necessary and appropriate. Architect shall obtain the approval (including site plan approval) of all required agencies prior to submission of the design development documents to the Board for review. The design development phase shall be completed within _____ calendar days after issuance of the written Notice to Proceed with the phase.

- b. Prior to approving design development documents the Board shall submit the documents to a consultant of the Board's choosing for value engineering assessment. Upon completion of the value engineering assessment the Architect shall inform the Board of the changes which the Architect deems inappropriate for the project. Upon resolution of any issues by the Board the Architect will modify the documents as appropriate and submit the design development documents to the Board for approval no later than _____ calendar days later.
 - c. Architect shall submit to the Board a revised statement of probable construction cost.
 - d. Upon approval of the final design development documents, the Board will issue a written Notice to Proceed with the construction documents phase.
3. Construction Documents Phase
- a. Architect shall prepare from the approved design development documents, for submission to the Board for approval no later than March 1, 2005, three (3) sets of drawings and specifications, and three (3) copies of revised statement of probable construction costs, which documents shall set forth in detail the requirements of the entire project, including the necessary bidding information prepared in such a way to allow the Board, if it so desires, to advertise for the award of one or more contracts for the construction and completion of the Project, or any phase thereof.
 - b. The Board, upon receipt of the drawings and specifications for review, shall submit the documents to its consultant for design analysis and constructability study. To expedite review, the Board and the Architect can agree to submit construction documents for review to the Board's consultant on an incremental basis prior to completion of all construction documents. In either case, the Board shall inform the Architect of those issues which must be resolved prior to the Board's approval of the construction documents.
 - c. In submitting the drawings and specifications to the Board for approval the Architect represents that the drawings and specifications submitted will be adequate and sufficient for construction of the Project. In approving the drawings and specifications, the Board does not release the Architect from its duty to provide drawings and specifications in conformance with requirements of this contract.
 - d. Architect shall advise the Board of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.
 - e. Architect shall file, within 15 calendar days following approval of the drawings and specifications by Board, three (3) complete sets of proposed final drawings and specifications with the Director of Environmental and Developmental Services of the County of York, Virginia for appropriate review and approval by the County prior to

the advertisement of bids for the construction of the Project.

- f. Following approval by the Department of Environmental and Developmental Services the Architect shall prepare and have on hand, fifteen (15) additional sets for bidding purposes. Should additional sets above fifteen (15) be requested by Board, Architect will be reimbursed for the actual cost of reproduction.
 - g. Architect shall assist the Board in preparation of the bidding forms, the general, supplemental and special conditions of the contract, and the form of contract between the Board and the contractor. The construction document phase shall be completed with the advertisement of the invitation to bid no later than May 1, 2005. Failure to meet this deadline shall constitute a material breach of this contract unless the Board expressly agrees in writing to extend the date.
4. Bidding Phase
Following approval of the construction documents and the latest statement of probable construction costs, upon the request of the Board, the Architect shall assist in obtaining bids for the Project. Architect shall tabulate all bids received. Within three (3) working days after bid opening, Architect shall submit in writing to the Board a recommendation for the award of the construction contract. Five (5) copies of all Contract Documents shall be provided for awarding of the contract.
5. Construction Phase - Administration of the Construction Contract(s)
- a. The Construction phase will commence with the award of the construction contract and will terminate when final payment is made by the Board to the Contractor.
 - b. Architect shall provide administration of the construction contract as set forth in the general or supplemental conditions of the contract for construction.
 - c. Architect, as a representative of the Board, shall advise and consult with the Board and will keep it informed of the progress of the work (including percent complete) on a monthly basis during the Construction Phase. After issuance of the Notice to Proceed with the work, all of the Board's instructions to the Contractor shall be issued through Architect.
 - d. Architect shall provide, during construction, competent and adequate inspection of the work and will visit the site not less than weekly to become personally familiar with the general progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. Unless otherwise agreed in writing, Architect shall not be required to make exhaustive or continuous on-site inspections to check the work. Architect shall employ reasonable measures to safeguard the Board against defects and deficiencies in the work of the Contractor. The architect shall not have control over or charge of, but shall be responsible for giving the Board timely notice of, defective work of the Contractor or subcontractors.

- e. Based on adequate inspections at the site and on the Contractor's application for payment, Architect shall determine, monthly, the amount owing to the Contractor and shall prepare and present four (4) copies of the certificate for payment, with four (4) copies of Contractor's application for payment, to the Board for approval and payment. These certificates for payment shall constitute a representation by Architect to Board, based on inspections at the site and other data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents, correctable prior to the completion, and to any specific qualifications stated in the certificate of payment); and, the Contractor is entitled to payment in the amount certified. The Architect is expressly charged with preventing a front-end loaded payment schedule to the Contractor by complying with the foregoing standards for payment. In issuing a certificate of payment, it shall not be deemed necessary that Architect has made any examination of how or for what purpose the Contractor has used money paid on account of the contract sum.
- f. To the extent provided by the terms of the contract between the Board and its Contractor, Architect shall make recommendations to Board on all claims of Board or Contractor relating to the execution and progress of the work or the interpretation of the Contract Documents. Architect shall promptly review shop drawings, samples and other submissions of Contractor for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.
- g. Architect shall prepare any necessary change orders in four (4) original copies, after review and approval by the Board of any requested change(s) to the Contract Documents.
- h. Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written warranties and related documents assembled by the Contractor, and shall prepare and present a final certificate for payment to the Board for approval and payment. In addition, if any maintenance bond is required by the construction contract, Architect will assist in making an inspection of the Project before the expiration of such bond.

B. Project Representation Beyond Basic Services

In the event that circumstances should develop whereby more extensive representation at the Project site is desired by Board, the conditions under which such representation shall be furnished and the Project representatives selected, employed and directed shall be governed by a written supplement to this agreement.

C. Additional Services

The following services are not covered under the Architect's Basic Services. If any of these Additional Services are authorized in writing by the Board in advance of their performance, they shall be paid for by the Board as hereinbefore provided:

1. Making further planning surveys which might be required beyond the scope of the environmental evaluation or beyond the scope of any special analysis required of the Board's needs in order to clarify the requirements of the Project.
2. Revising previously approved drawings, specifications or other documents to accomplish changes not initiated by Architect which would require a substantial change in basic design but not including revisions made pursuant to the requirements of Article IV, paragraph D.
3. Preparing change orders and supporting data when changes in approved plans and specifications are required by the Board resulting in an increase or decrease in the scope of the work. If changes are required to be made because of error, oversight, clarification or discrepancy in the work of the Architect, the Board shall not be liable to compensate Architect for Additional Services in such connection.
4. Preparing documents for change orders, or supplemental work required to implement significant modifications in the design or scope of work pursuant to the Board's request after commencement of construction phase. Change orders required to effect incidental modification of plan details, as indicated in the normal course of construction, shall be considered part of the Architect's Basic Services under this agreement.
5. Providing consultation concerning replacement of any project work damaged by fire or other cause during construction and furnishing professional services of the type set forth under this Article as may be required in connection with the replacement of such work.
6. Providing professional services made necessary by the default of any contractor in the performance of the construction contract.
7. Providing construction contract administration services during the Construction Phase, should the construction contract time in working days be exceeded by more than twenty-five percent (25%) through no fault of the Architect. If the contract time is exceeded by more than said percentage, the Architect's Additional Services shall be computed beginning the date such percentage is exceeded.

Before any services rendered by Architect shall qualify as Additional Services, Architect shall notify Board in writing of his intention to treat certain services, if performed, as Additional Services and his reasons therefore. If notice is not given, no claim for Additional Services will be honored. Notice by Architect shall not be construed as proving the validity of the claim. Once agreed to, the parties shall formalize their understanding in an Additional Services Agreement executed by the Superintendent of

Schools, the Architect, and the County Attorney, which shall state the nature, scope, work schedule and fee payment schedule for the specified Additional Services. All Additional Services Agreements executed by the parties hereto shall be governed by the provisions of this Architectural Services Agreement which shall be referred to as "Basic Agreement" in the individual Additional Services Agreements.

ARTICLE III. BOARD'S RESPONSIBILITIES

- A. Board shall provide full information regarding its requirements for the Project.
- B. The Board shall designate, when necessary, representatives authorized to act in its behalf. The Board shall examine documents submitted by the Architect and, when appropriate with the advice of consultants, render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of the Architect's work. The Board shall observe the procedure of issuing orders to its contractors only through the Architect.
- C. The Board shall furnish or direct the Architect to obtain at the Board's expense, a certified survey of the site, giving, as required, grades and lines of streets, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, contours, data pertaining to existing buildings on or adjacent to the site, other improvements, trees and full information as to available service and utility lines, both public and private. The Board shall provide or direct the Architect to provide (through subcontracting or otherwise), the performance of any environmental assessment, wetlands determination, tests and borings related to the Project.
- D. The Board shall furnish its own legal, accounting and insurance counseling services, as may be required for the Project, but this shall not relieve Architect of the responsibility to make certain that the Contractor has obtained the proper insurance coverage as required under the Contract Documents.
- E. Architect shall be entitled to reasonably rely on the accuracy of the services, information, surveys, reports and other materials which the Board furnishes at its expense.
- F. If the Board observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents or this contract, it shall give prompt written notice thereof to architect.
- G. If not established at the time of execution of this contract, Board shall establish a fixed limit of budgeted construction cost prior to issuance of a Notice to Proceed with the design development phase.

ARTICLE IV. PROJECT CONSTRUCTION COST

- A. Project construction cost shall be determined as follows with precedence in the order listed:
 - 1. For completed construction, the total cost of all work designed or specified by Architect, but it shall not include any payments made to Architect or consultants, land costs, delay claims, work to correct design errors, work caused by deficiencies in working drawings, or other costs which are the responsibility of the Board, as provided in Article III.

2. For work not constructed, the lowest responsible bid received and accepted for any or all such work; or
3. For work for which bids have not been let, the latest detailed cost estimate, or the Architect's latest statement of probable construction costs submitted to Board.

B. If labor or material is furnished by the Board, the Project construction cost shall include the labor and materials at then current market rates and prices.

C. A fixed limit of budgeted construction cost is established as a condition of this contract and is set out under Article XV hereof. Architect, with Board approval, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and shall make adjustments in the scope of the Project to bring it within the fixed limit. The Architect may include in the Contract Documents alternate bids to adjust the construction cost to the fixed limit.

D. If the lowest responsible bid, latest detailed estimate, or the Architect's or cost consultant's latest probable construction cost exceeds the fixed limit of budgeted construction cost, the Board may either (i) give written approval of an increase in such fixed limit, or (ii) authorize rebidding of such Project within a reasonable time, or (iii) cooperate in revising the Project scope and quality as required to reduce the probable construction cost.

In the case of (ii), Board shall pay printing and/or reproduction costs for additional sets of drawings and specifications and for advertising costs. Architect shall furnish other Basic Services at no additional charge.

In the case of (iii), Architect without additional charge shall modify the drawings and specifications as necessary to bring the construction cost within the original fixed limit, or within any new fixed limit subsequently authorized by Board and, if applicable, shall assist in rebidding the Project. The Architect's responsibility under this paragraph shall be to secure a responsible bid within the fixed limit of construction cost agreed to by the Board.

E. If conditions or circumstances which could not be reasonably foreseen at the time this contract was entered into develop between the date of the contract and the date any revisions are necessary, through no fault of Architect, to the extent that, in the opinion of Board, it would be inequitable to force the Architect to modify the drawings and specifications without additional charge, the Board may compensate the Architect for his reasonable cost of modification on the basis of his direct personnel expense and reimbursable expenses as defined in Article V hereof. Any additional compensation authorized and the specific reason therefore shall be set forth in a Resolution of the Board. The burden of proving that changed conditions could not have been reasonably foreseen shall be on Architect.

F. Because Architect has no control over the cost of labor or materials, or competitive bidding, it is understood Architect does not guarantee precision in any statement of probable construction costs or any detailed cost estimates or that any bids received will be within the fixed limit of construction cost.

Nevertheless it is Architect's duty and obligation under this contract to design the Project to conform to the fixed limit of budgeted construction cost.

ARTICLE V. DIRECT PERSONNEL EXPENSE AND REIMBURSABLE EXPENSES

A. Direct personnel expense includes the salaries of employees engaged on the Project by Architect, including architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing drawings, specifications and other documents pertaining to the Project, and in services during construction at the site. Direct personnel expense includes mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

B. Reimbursable expenses are in addition to the fees for basic and Additional Services and include actual expenditures made by the Architect or the Architect's employees and consultants for the incidental expenses set forth below in the interest of the Project. An allowance for reimbursable expenses not to exceed \$_____ is established as a condition of this Agreement.

1. When authorized in advance by the Board, expense of transportation and living of principals and employees when traveling in connection with the Project outside of York County, essential long distance telephone calls and telegrams, fees paid for the securing of the approval of the authorities having jurisdiction over the Project, and reproduction of drawings and specifications (excluding (a)copies for Architect's office use, (b)required number of sets for the Board's review, approval and records, and (c)the required number of approved final sets needed for bidding purposes) shall be reimbursable expenses.
2. When authorized in advance by the Board, the expense of Project representative(s) overtime work requiring higher than regular rates shall be a reimbursable expense.
3. When authorized in advance by Board, the cost of producing models of the Project for use by the Board shall be a reimbursable expense.
4. When authorized in advance by Board, the employment of special consultants for other than customary structural, mechanical and electrical engineering services, and the Basic Services hereinabove defined, shall be reimbursable expenses.
5. The services set forth in Article III, paragraph C, of this Agreement shall be treated as reimbursable expenses if the Architect is directed to obtain the same on behalf of Board, and Board does not provide such services directly.
6. If after the execution of this Agreement, Board shall authorize in writing reimbursable expenses in excess of the allowance set forth in paragraph B of this Article and paragraph B, 3 of Article I, then said allowance shall be deemed increased to an amount sufficient to cover the additional reimbursable expenses authorized.

ARTICLE VI. PAYMENTS TO ARCHITECT

A. Payments on account of Architect's Basic Services shall be made on a monthly basis. The payment of the Architect's fee in monthly installments is not to be construed as creating separate contracts, and the Architect's obligation under this contract is an entire one.

<u>PHASE</u>	<u>INCREMENT (%)</u>
1. Schematic Design Phase	
2. Design Development Phase	
3. Construction Documents Phase	
4. Bidding Document Phase	
5. Construction Phase	

B. Payments for Additional Services and reimbursable expenses shall be made monthly upon presentation of the Architect's detailed invoice in triplicate.

C. No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

ARTICLE VII. ARCHITECT'S ACCOUNTING RECORDS

Records of Architect's direct personnel, consultant and reimbursable expenses pertaining to the Project, and records of accounts between Board and contractors shall be kept on a generally recognized accounting basis and shall be available to the Board or its authorized representatives upon reasonable notice.

ARTICLE VIII. TERMINATION OF AGREEMENT

A. In connection with the work outlined in this contract, it is agreed and fully understood by Architect that the Board may cancel, indefinitely suspend further services hereunder, or terminate this contract upon ten (10) days' written notice to Architect with the understanding that immediately upon receipt of said notice all services being performed under this contract shall cease. All plans, field surveys, maps, cross-sections and other data and work related to the project shall be delivered to Board upon cancellation or termination of this Agreement. If the services are suspended by Board, or Architect pursuant to paragraph C of this Article, Architect shall be compensated to the time of such suspension in accordance with the provisions of paragraph B of this Article and if the resumption of services is not authorized within two (2) years from the date of suspension, this Agreement shall be automatically terminated and neither Architect nor Board shall have any further obligations hereunder.

B. If this contract is terminated for any reason not the fault of Architect, the Architect shall be paid in accordance with the terms of this Agreement for all services provided prior to the receipt of said notice on the basis of either (i) the percentage of the basic fee due at the completion of the phase during which work is stopped or (ii) the Architect's rate for Additional Services, whichever is less. Such payment shall be made to the Architect as a final payment in full settlement for the services hereunder or under any supplemental agreement hereto. In the event of a termination for breach or default by Architect, Board shall have access to all remedies available to it in equity or at law.

C. This Agreement may be terminated by the Architect upon ten (10) days' written notice in the event

of substantial failure by Board to perform in accordance with the terms hereof through no fault of the Architect. In the event of such termination by Architect, the provisions of paragraph B immediately hereinabove shall apply mutatis mutandis, except that Architect shall be entitled to no compensation other than that specified in paragraph B by way of a claim for damages arising out of this contract or otherwise.

ARTICLE IX. OWNERSHIP OF DOCUMENTS

A. All plans and/or drawings will be prepared and submitted by Architect to the Board on a minimum 24-inch by 36-inch or maximum 30-inch by 42-inch sheets. Working drawing plans will be prepared on a Mylar stable base or the equivalent, with all lettering processed in ink and clearly legible when the sheets are reproduced and reduced to half size.

B. Upon completion of the construction of the Project, Architect shall, within thirty (30) calendar days following final inspection, deliver to the Board the contract working drawings and tracings, correct as to "as-built" conditions, together with three (3) sets of copies thereof, including all changes made during the course of the Project.

C. All documents including, but not limited to, tracings, drawings, estimates, specifications, investigations and studies completed or partially completed, shall be the property of the Board. Architect, its subcontractors, agents and employees shall be liable to the Board for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect or anyone connected with Architect. All documents so lost or damaged shall be replaced or restored by Architect at Architect's sole expense. Upon completion of the project the architect may retain one (1) full set of plans for publicity purposes. Any other retained documents can be used only in rendering Additional Services to the Board.

D. All documents including drawings and specifications are prepared by Architect in respect of the Project. They are not represented to be suitable for use on other projects. Board agrees that, should it decide to reuse any such documents on any other project, Architect shall not be liable to Board for such reuse unless Architect under separate agreement with Board agrees to verify or adapt the documents to such other project.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. No elected official or employee of the Board who exercises any responsibilities in the review, approval or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interests.

B. No reports, information, and/or data given to or prepared or assembled by the Architect under this contract shall be made available to any individual or organization by the Architect without the prior written approval of the Board.

C. This Agreement represents the entire and integrated agreement between the Board and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by an instrument signed by both the Board and the Architect.

D. The Architect shall maintain insurance to protect the Architect from claims under worker's compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions or negligent acts for which the Architect is legally liable. The amounts and extent of such insurance are indicated below:

<u>Insurance Type</u>	<u>Limit and/or Specifics</u>
1. Worker's Compensation and Employer's Liability	\$100,000 per Occurrence \$100,000/\$100,000 Accident and/or Disease
2. Automobile Liability, Including Owned, Non-Owned and Hired Automobile Coverage	\$500,000 per Occurrence Bodily Injury or Property Damage
3. Commercial General Liability Including Contractual and Completed Operations Liability	\$1,000,000 per Occurrence \$1,000,000 Property Damage
4. Professional Liability Insurance	Unless waived by the Board, the limit On a Claims-made Basis, shall be a minimum of \$1,000,000 per Claim and Annual Aggregate Limit

The County School Board of York County, Virginia, its employees and officers shall be named as an additional insured on the applicable policies and such insurance shall be with a company deemed satisfactory to the Board. Prior to the issuance of a Notice to Proceed, the Architect shall furnish to the Board a certificate of insurance evidencing the above categories and stating that the insurance will not be canceled without at least thirty (30) days' prior notice, along with a proper endorsement to the applicable policies listing the County School Board of York County, Virginia, its employees and officers as additional insured.

E. The Architect agrees to defend, indemnify and hold harmless the Board from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property to the extent resulting from any negligent act, error or omission of the Architect or its agents or employees in the performance of the services under this contract. The Architect is not required hereunder to defend the Board from assertions that the Board was negligent, or indemnify and hold the Board harmless from liability based on the Board's negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Should Architect or Architect's employees, servants or agents use any of Board's equipment, tools, employees, or facilities, such will be gratuitous and Architect shall release Board from and indemnify and

save harmless Board from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Board in permitting the use thereof.

In no event shall the Architect's duties to defend, save harmless and indemnify the Board hereunder be enforceable after the expiration of five (5) years from the date of completion of the services included in this Contract; provided, however, should any claim as is described in the immediately preceding paragraph (concerning Architect's use of Board's equipment, tools, employees or facilities) relate to services performed by the Architect after the date of substantial completion, then from the date of the performance of any such services, whichever is later.

F. During the performance of this contract, the Architect agrees as follows:

1. The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Architect, in all solicitations or advertisements for employees, will state that Architect is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract. The Architect will include the provisions of this paragraph F in every subcontract or purchase order over Ten Thousand Dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE XI. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approvals given by the Board shall not constitute nor be deemed a release of the responsibility and liability of the Architect, or Architect's employees, subcontractors, agents and consultants for the accuracy and competency of designs, drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the Board for any defect in the designs, drawings and specifications or other documents prepared by the Architect, or Architect's employees, subcontractors, agents and consultants.

ARTICLE XII. ASSIGNMENT

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this contract. Neither party shall assign, sublet or transfer any interest in this contract without written authorization of the other.

ARTICLE XIII. COMPLIANCE WITH LAWS, ORDINANCES, ETC.

The Architect, and Architect's consultants, agents and employees and subcontractors, shall comply with all applicable federal and State laws, the ordinances of the County of York, Virginia, and with all

applicable rules and regulations promulgated by all local, State and national boards, bureaus and agencies. Architect shall further obtain all permits and licenses required in the performance of the services of Architect contracted for in this Agreement.

ARTICLE XIV. ENFORCEMENT AND NOTICES

A. The parties agree that this Agreement shall be enforceable in the County of York, Virginia, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions hereof, exclusive venue for the enforcement of the same shall lie in the Circuit Court of York County, Virginia.

B. All written notices given to the Board by the Architect shall be addressed to and filed with the Clerk of the York County School Board, 302 Dare Road, Yorktown, VA 23692. All written notices from the Board to Architect shall be addressed to the Architect as follows:

_____.

ARTICLE XV. SPECIAL PROVISIONS

The fixed limit of budgeted construction cost established for this project is

_____ (\$_____).

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to proper authority and in the manner appropriate to each.

COUNTY SCHOOL BOARD OF YORK COUNTY, VA

By: _____
Superintendent of Schools

ARCHITECT
Corporate Seal
(If appropriate)

ARCHITECT

By: _____

Type/Print Name: _____

ATTEST:

Title: _____

Secretary

Approved as to Form:

County Attorney